

## **Exhibit C**

### **MUTUAL AGREEMENT TO ARBITRATE CLAIMS**

Employee and Snapchat, Inc. (the Company) agree that, to the fullest extent permitted by law, any and all claims, controversies, or disputes between Employee and the Company (including its present or former officers, directors, agents, employees, corporate parents, subsidiaries, or other affiliated entities, successors, and assigns) relating in any manner to Employee's hiring, employment, or termination of employment, whether voluntary or involuntary, will be submitted to final and binding arbitration (Arbitrable Claims) as the exclusive remedy for such claims, controversies, or disputes (Arbitration Agreement). For clarity, disagreements over the arbitrability of any claim, controversy, or dispute or the arbitrator's jurisdiction, including any objections to the existence, scope, or validity of this Arbitration Agreement, will be resolved by the arbitrator. Nothing in this Arbitration Agreement modifies the at-will nature of Employee's employment. Also, this Arbitration Agreement is being signed as a condition of Employee's employment with the Company and as a separate agreement between the Company and Employee that cannot be altered by the Company's employee handbook; the Agreement may be altered only by a written agreement signed by Employee and the Chief Executive Officer of the Company.

The Company and Employee have mutually and voluntarily agreed to enter into the terms of this Arbitration Agreement. Unless stated otherwise in this Arbitration Agreement, the parties understand and agree to voluntarily waive their rights to have a court hear, adjudicate, or resolve any claim, controversy, or dispute covered by or in any way related to the employment relationship between the parties. The parties waive such rights knowingly, voluntarily, intelligently, and without coercion or duress. The parties agree that this Arbitration Agreement is made upon inception of employment, and that by providing the arbitration protections set out in this Arbitration Agreement, by mutually promising and agreeing to submit any claims, controversies, or disputes covered by this Arbitration Agreement to final and binding arbitration, and by Employee's employment with the Company and receipt of compensation, pay, and other benefits, each has provided good, valuable, and sufficient consideration for the enforceability of this Arbitration Agreement.

#### **Covered Claims:**

Arbitrable Claims include but are not limited to statutory and common-law claims and penalties, fees, costs, or other expenses including attorneys' fees, whether under state, federal, or local law, including, but not limited to, theories arising under breach of contract, wrongful termination, negligence, defamation, infliction of emotional distress, misrepresentation, personal injury, public policy, tort, data privacy, wage and hour claims, violations of Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the Fair Labor Standards Act, the California Family Rights Act, the California Labor Code, other California wage and hour laws, or any other dispute between the parties under federal, state, local law, or any other applicable laws of the state in which the Company employs Employee, including disputes the Company may have with the Employee.

Nevertheless, claims for workers' compensation benefits, unemployment insurance, and any other claims where mandatory arbitration is prohibited by a valid non-preempted law, are not covered by this Arbitration Agreement. Nothing in this Arbitration Agreement will prevent either party from seeking a preliminary injunction (or other provisional remedy) in court to preserve the status quo before the arbitrator issues his/her award.

**Arbitration Procedure:**

Employee and the Company agree that the Arbitrable Claims shall be finally decided by binding arbitration conducted by a neutral arbitrator and administered by JAMS pursuant to its Employment Arbitration Rules (the "Rules"), unless otherwise agreed to in writing by the parties. A copy of the Rules may be obtained on-line at [www.jamsadr.com/rules-employment-arbitration](http://www.jamsadr.com/rules-employment-arbitration). Employee acknowledges that Employee has read and reviewed the Rules to the extent Employee so desired before signing this Arbitration Agreement. In arbitration, both Employee and the Company may conduct discovery to the same extent as would be permitted in a court of law, and both parties may be represented by an attorney. The arbitrator will issue a reasoned, written award that explains the legal and factual basis for the arbitrator's decision on all claims and defenses presented to the arbitrator. The arbitrator will have the full authority to award all relief and remedies which would otherwise be available in a court of law, including, but not limited to, legal and equitable relief, monetary damages, attorneys' fees, costs, and exemplary damages when authorized by applicable law. The award issued by the arbitrator shall be final and binding upon the parties. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. BY AGREEING TO BINDING AND MUTUAL ARBITRATION OF OUR INDIVIDUAL CLAIMS UNDER THIS AGREEMENT, BOTH EMPLOYEE AND THE COMPANY GIVE UP ALL RIGHTS TO TRIAL BY JURY.

**No Class Or Collective Arbitrations:**

ARBITRABLE CLAIMS IN ARBITRATION SHALL BE FILED AND MAINTAINED ONLY ON AN INDIVIDUAL BASIS. THIS MEANS THE EMPLOYEE MUST FILE AND MAINTAIN CLAIMS IN ARBITRATION ONLY ON BEHALF OF EMPLOYEE, AND THE COMPANY MUST FILE AND MAINTAIN CLAIMS IN ARBITRATION ONLY ON BEHALF OF THE COMPANY. EMPLOYEE MAY NOT FILE OR MAINTAIN ANY CLAIM IN ARBITRATION ON BEHALF OF OTHER EMPLOYEES, COLLECTIVELY WITH OTHER EMPLOYEES, OR AS A NAMED PLAINTIFF/CLAIMANT OR MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A COLLECTIVE, CLASS, OR REPRESENTATIVE ARBITRATION PROCEEDING.

**Arbitration Costs:**

The Company will pay the fees and costs of the arbitrator. Each party will pay its own costs and attorneys' fees, if any. If any party prevails on a statutory or contractual claim that affords the prevailing party attorneys' fees, the arbitrator may award attorneys' fees to the prevailing party to the extent permitted by law.

**Choice Of Law, Statute of Limitations, Venue, And Severability:**

This Arbitration Agreement will in all respects be subject to and governed by the substantive law of the State of California but only to the extent such law has not been preempted by the Federal Arbitration Act. The parties agree that any arbitral proceeding under this Arbitration Agreement will be subject to all applicable statutes of limitation. The parties agree that, to the extent any action is ever filed in relation to this Arbitration Agreement, the action will be filed exclusively in Los Angeles County or the location where the Employee was last employed by the Company.

If any provision of this Arbitration Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication will not affect the validity of the remainder of the Arbitration

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Agreement, which will remain in full force and effect. This Agreement to arbitrate all claims and disputes will apply regardless of when any such dispute or claim arises and regardless of whether Employee is employed with the Company at the time the claim or dispute arises.

**Employee's Acknowledgment.** Employee acknowledges that (i) he/she has had the opportunity to consult with independent legal counsel of his/her own choice concerning this Arbitration Agreement and has been advised to do so by the Company, (ii) he/she has read and understands this Arbitration Agreement and is fully aware of its legal effect, (iii) he/she has received good and adequate consideration in exchange for the promises made herein, and (iv) he/she has voluntarily entered into this Arbitration Agreement freely based on his/her own sound judgment.


Date: 8/14/2015

  
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Snapchat, Inc.

Name: Chris Handman

Title: General Counsel

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Employee Signature

Anthony Pompliano

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Employee Name